

SCHEDULE A
GENERAL TERMS & CONDITIONS

1. Appearance. The individual submitting this agreement represents and warrants to ReedPop, that he or she is duly authorized to execute this application and accept these General Terms & Conditions (collectively, the "Agreement") on behalf of him or herself, on behalf of the Presenter indicated in the application (the "Presenter"), and on behalf of the individuals who participate in the Panel on behalf of, or at the request of, the Presenter (collectively, the "Panel Participants") and that the Presenter shall be bound by and subject to the terms of the Agreement set forth herein. The Panel shall occur within the Event at exact times and dates to be determined by ReedPop and conveyed to Presenter in advance of the Event. Presenter shall ensure that each Panel Participant is 18 years of age or older and, by virtue of participating in the Event, and that each Panel Participant agrees to be bound by the Event attendee terms and conditions, located on the official Event website.

2. Ownership: Right to Film and Distribute.

(a) Presenter acknowledges that ReedPop is the sole and exclusive owner of the Event and all interests related thereto, the goodwill associated therewith and all of the tangible and intangible assets related thereto, including, without limitation, the names, trade dress, marks and logos of Event and the Recordings (as defined herein). ReedPop retains all right, title and interest in and to any materials which ReedPop provides to Presenter in the performance of this Agreement.

(b) Presenter hereby grants to ReedPop a royalty-free, sublicensable license to use, publish, reproduce, and distribute, in any medium or form whatsoever, the Presenter Materials, effective when such Presenter Materials are presented in connection with at the Event. "Presenter Materials" shall mean Presenter or third-party logos, brand names, products, goods, publications, services, apps, promotional activities, or other Presenter content or materials provided or displayed by Presenter in connection with the Panel or the name, voice, and likeness of any Presenter Representatives in connection with the Panel.

(c) Presenter represents and warrants that Presenter is the sole and exclusive owner of (or co-owner or licensee to, as the case may be) the Presenter Marks, the Presenter Materials, and any other materials provided by Presenter to ReedPop hereunder, and that ReedPop's use of such Presenter Marks, Presenter Materials, or other materials provided by Presenter hereunder in accordance with the terms of this Agreement will not infringe any copyright, patent, trade secret, trademark or other proprietary rights of any third-party and may be used by ReedPop without any restrictions of any kind and without the need for any payments to any third parties.

(d) ReedPop shall have the exclusive royalty-free, irrevocable, sublicensable, perpetual right to make still photographs and to film, air, make audiovisual and/or audio-only recordings and/or video-only recordings of, and distribute, license, and/or display such recordings of the Panels solely as agreed to on the first page of this Agreement in all media now known or later invented (the "Recordings").

(e) Presenter hereby acknowledges and agrees that neither Presenter nor the Panel Participants shall have a right of approval, a claim for compensation, or a claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of or in connection with ReedPop's use of the Recordings. Further, Presenter acknowledges and agrees that ReedPop shall be the exclusive owner of all intellectual property rights associated with the Recording (expressly including all worldwide copyright rights therein), and to the extent Presenter and/or the Presenter Representatives have any rights in the Recording that arise by operation of law, such rights, title and interest are hereby assigned to ReedPop. Presenter hereby waives any and all moral rights or "droit moral" that Presenter may have in such Recordings to the extent applicable by law.

(f) Presenter hereby acknowledges and agrees that ReedPop shall be permitted to grant Getty Images Limited a worldwide perpetual license, with a right to grant sublicenses, to, reproduce, distribute, exploit, publish, transmit, broadcast, display, exhibit, adapt, crop, and modify, still photographs of Presenter at the Panel, alone or in combination with any other material, in any and all media, format or embodiment, now known or later developed, and that Getty Images Limited may, in its sole discretion determine how to market and distribute such still photographs of Presenter at the Panel, and the license model(s) and products and services through which such still photographs of Presenter at the Panel is licensed, provided that Getty Images Limited will designate such still photographs of Presenter at the Panel as "editorial" on Gettyimages.com.

(g) Additionally, Presenter hereby grants ReedPop and its licensees the right to use the Presenter Marks (as defined herein) in connection with the Recordings for all uses described in this section.

3. Panel Activities. Unless otherwise stated in this Agreement, ReedPop may specify or direct: (a) where and through which digital distribution platforms or services the Panels will occur or be broadcast in connection with the Event; (b) when and how long the Panels will occur; (c) other general directions regarding the Panels; and/or (d) require Presenter to discontinue any activity constituting a violation of any applicable statute, law, ordinance, regulation, and/or any reasonable rule or directive of ReedPop with respect to safety and conduct in connection with the Event. Presenter acknowledges that ReedPop may reasonably change the time for a Panel in order to accommodate unexpected events, including, without limitation, impending bad weather, technical difficulties, failure of other guests to appear as scheduled, or other aspects of the Event being delayed, ending earlier than expected or later than expected.

4. Panel Participant Conduct. At all times during the Panel and during Presenter's marketing and promotional activities for Event, Presenter and/or each Panel Participant shall conduct themselves in accordance with generally accepted decorum which will reflect favorably on the image, reputation and good will of Event, and shall not disparage, through speech or conduct, ReedPop, each of ReedPop's employees, operators, or directors, the Event, Event's sponsors, Event's sponsors' employees, operators or directors, or the products/services of Event's sponsors. Violation of this Section shall constitute grounds for immediate termination and Presenter shall indemnify and hold ReedPop harmless with respect to any third-party claims resulting from violation of this Section.

5. Sponsorships. Presenter acknowledges that ReedPop has the exclusive right to solicit sponsorships and enter into sponsorship agreements with third parties in connection with the Event and Presenter understands and agrees that sponsors will be allowed to have branding and signage in connection with the Event, including but not limited to sponsorship and branding for stages, digital distribution platform(s), video feed brandings, and other areas of the Event. Presenter shall not bring in third-party sponsorships without ReedPop's prior approval.

6. Compliance with Laws. Presenter shall at all times during the term comply with all applicable laws relevant to its duties, obligations and performance under this Agreement, including applicable laws concerning bribery, corruption and related matters.

- 7. Confidential Information.** The parties shall keep confidential any non-public information provided to them by the other party in connection with this Agreement, including the terms of this Agreement, and shall not divulge such information to any third parties without the disclosing party's written consent or as required by law.
- 8. Use of Trademarks.** Presenter hereby grants to ReedPop a non-exclusive worldwide royalty-free right and license to use, publish, reproduce, and distribute, in any medium or form whatsoever, Presenter's name, voice, likeness, trademarks, logos and service marks, and the names, voices, and likenesses of any Panel Participants (the "Presenter Marks") each solely in connection with the promotion of the Event, distribution of the Panel and as set forth in the body of the Agreement. Notwithstanding the foregoing, the Presenter Marks and the goodwill associated therewith shall at all times remain the sole and exclusive property of Presenter. Presenter represents and warrants that for any third-party content appearing in the Panel or for any Panel Participants, Presenter has obtained all required approvals or consents required to give ReedPop the necessary rights to distribute the Recordings as described hereunder and, upon reasonable request, Presenter will provide ReedPop with copies of such approvals or consents.
- 9. Exclusive Remedy.** In the event of any action or claim arising out of or related to this Agreement, Presenter shall be limited to an action for money damages.
- 10. No Compensation.** Presenter shall not receive monetary compensation or travel and expenses in connection with the Panel. ReedPop will not reimburse for any expenses incurred by Presenter in connection with their appearance. Presenter agrees and acknowledges that Presenter is responsible for all costs associated with the Panel, including, but not limited to, airline, hotel and meal expenses.
- 11. Relationship of the Parties.** The Parties are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement shall not be construed to create or imply any partnership, agency, joint venture or employer-employee relationship between the parties.
- 12. Indemnification.** Presenter shall indemnify and hold harmless ReedPop from and against any and all actual or alleged liabilities to third parties arising out of or in connection with any breach of this Agreement by Presenter, the negligence or intentional acts or omissions of Presenter or any Panel Participant, or any death, injury or damage to any person or property by Presenter or any Panel Participant. At ReedPop's sole discretion, Presenter shall defend ReedPop for the same such liabilities.
- 13. Cancellation.** This Agreement is based upon the availability of Presenter at the time of the Event, and it is assumed that, upon signing, Presenter will attend and fulfill the services set out herein. ReedPop may postpone or cancel the Panel at any time and, upon such cancellation, the parties shall be fully excused of their obligations, and there shall be no claim for damages relating thereto.
- 14. Miscellaneous.** This Agreement including the exhibits and schedules attached hereto constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements oral or written, between the parties regarding the subject matter of this Agreement (and all past dealing or industry custom). This Agreement may be executed in one or more counterparts, each of which shall be an original, but taken together constituting one and the same instrument. Execution of a facsimile or email copy shall have the same force and effect as execution of an original, and a facsimile or email signature shall be deemed an original and valid signature. No change, consent or waiver under this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. The failure of a party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. Unless specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 15. Assignment.** This Agreement and the rights and obligations hereunder may not be assigned or otherwise transferred by Presenter without the prior written consent of ReedPop. Any attempted transfer in violation hereof will be void and of no effect. This Agreement will be binding upon, and inure to the benefit of, the successors, heirs, representatives and permitted assigns of the Parties.
- 16. Privacy.** ReedPop will process Presenter's personal data (if any) subject to the Reed Exhibitions Privacy Policy located at <https://privacy.reedexpo.com> and subject to all applicable privacy and data protection laws and regulations.
- 17. Limitation of Liability.** NOTWITHSTANDING ANY PROVISION CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE LIABILITY OF REEDPOP HEREUNDER TO PRESENTER SHALL BE LIMITED TO \$500 IN ACCORDANCE WITH THIS AGREEMENT. ReedPop is not responsible for the actions of any Event participants in connection with the Event, including any participant's attempt to circumvent or otherwise interfere with the security, integrity, or proper conduct of the Event. Presenter's interactions with third parties, including Event participants, in connection with the Event, are solely between Presenter and such third party. Additionally, ReedPop is not responsible for any problems or technical malfunction of any network or lines, servers or providers, equipment or software which are beyond ReedPop's control, including, but not limited to, any injury or damage to Presenter or Presenter's property resulting from participation in the Event.
- 18. Survival.** Those provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement will survive such termination or expiration.
- 19. Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING TO THE MAXIMUM EXTENT PERMITTED BY LAW ALL OTHER CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.